1	MELODY A. KRAMER, SBN 169984		
2	KRAMER LAW OFFICE, INC. 9930 Mesa Rim Road, Suite 1600		
3	San Diego, California 92121		
4	Telephone (858) 362-3150		
5	mak@kramerlawip.com		
6	J. MICHAEL KALER, SBN 158296		
7	KALER LAW OFFICES 9930 Mesa Rim Road, Suite 200		
8	San Diego, California 92121		
9	Telephone (858) 362-3151 michael@kalerlaw.com		
10		ENCEN	
11	Attorneys for Plaintiff JENS ERIK SOR as Trustee of SORENSEN RESEARCH DEVELOPMENT TRUST	AND	
12			
13	MARK J. ROSENBERG SILLS CUMMIS & GROSS PC		
14	One Rockefeller Plaza New York, New York 10020		
15	Telephone: (212) 500-1563 mrosenberg@sillscummis.com		
16	Attorneys for Defendant CENTRAL PURCHASING, LLC		
17		S DISTRICT COURT	
18	UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA		
19			
20	JENS ERIK SORENSEN, as Trustee of SORENSEN RESEARCH AND) Case No. 08 cv 309 BTM CAB	
21	DEVELOPMENT TRUST,) JOINT STIPULATION FOR	
22	D1 1 100	EXCEPTION TO STAY TO	
23	Plaintiff v.) PRESERVE EVIDENCE	
24	, ,)	
25	CENTRAL PURCHASING, LLC, a California Corporation; and DOES 1 –)	
26	100,)	
27	Defendants.)	
28)	
	ii		

6

5

8 9

7

11 12

10

13 14

15 16

17

18 19

20

21 22

23 24

//

25

26 27 28

Plaintiff Jens Erik Sorensen as Trustee of Sorensen Research and Development Trust, and Defendant Central Purchasing, LLC by and through their respective counsel, hereby stipulate to an exception to stay for preservation of evidence by defendant on consistent terms with the ruling of this Court on August 20, 2008 in related cases¹ on motions for exception to stay to preserve evidence as follows:

- 1. All prototype and production molds used in the production of the molded plastic portions of the accused products within the custody and control of the Defendant will be preserved.
- 2. All design and technical documents for the molded plastic portions of the accused products within the control and custody of the Defendant will be preserved.
- 3. Plaintiff will propound (and Defendant will answer) one (1) interrogatory on the Defendant that asks for the identification of the company names and addresses of nonparty manufacturers, suppliers, and importers who have prototype, production, design, technical documents or evidence regarding the accused products.
- 4. The parties agree to abide by and be bound by the terms of this Stipulation upon signature by their attorneys.

The parties have authorized electronic signatures for purposes of this Stipulation.

IT IS SO STIPULATED.

^{//}

¹ Sorensen v. CTT Tools, Case No. 08cv231; Sorensen v. Emerson Electric, Case No. 08cv00060; Sorensen v. Esseplast, Case No. 07cv2277; Sorensen v. Logitech, Case No. 08cv308; Sorensen v. Ryobi, Case No. 08cv00070; Sorensen v. Senco, Case No. 08cv00071.

1	DATED this Wednesday, September 03, 2008.	
2		JENS ERIK SORENSEN, as Trustee of
3		SORENSEN RESEARCH AND DEVELOPMENT TRUST, Plaintiff
4		
5		/s/ Melody A. Kramer
6		J. Michael Kaler, Esq. Melody A. Kramer, Esq.
7		Attorneys for Plaintiff
8		CENTRAL PURCHASING, LLC, Defendant
9		CENTRAL I ORCHASHVO, ELC, Defendant
10		/s/ Mark J. Rosenberg
11		
12		Mark J. Rosenberg, Esq. Attorney(s) for Defendant
13		Attorney(s) for Defendant
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		